



Revision number:

Purchasing Agent: Debbie Gundersen  
(801) 538-3150

**Item: Voice Over IP Communications Systems, (turn-key installation, support and maintenance. Telephone Systems Associated with Adjunct Systems (voice mail, automated attendant, call manager & interactive voice response systems with VOIP capabilities) for Small and Large Systems**

Vendor: 94828A

Mountain States Networking  
1226 East 6600 South, Suite 200  
Salt Lake City, Utah 84121

Internet Homepage:

[www.mstates.com](http://www.mstates.com)

Telephone:

(801) 743-6270

Fax number:

(801) 268-4601

Contact:

Eric Luther

Email address:

[eluther@mstates.com](mailto:eluther@mstates.com)

Brand/trade name:

Cisco Systems

Price:

See attached discount schedule

Terms:

Net 30

Effective dates:

02/07/2005 through 02/06/2008

Days required for delivery:

2 weeks (average)

Price guarantee period:

3 years

Minimum order:

\$1.00

Min shipment without charges:

Freight included in pricing

Other conditions:

Potential renewals not to exceed 02/06/2010

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**THIS IS A NEW CONTRACT. ALSO REFER TO CONTRACTS AR1855, AR1856, AR1857.**

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This statewide contract is an "AR" (Authorization Required) contract. Authorization is required before purchase can be made. The authorization requirements and procedure is detailed in the attachment to the contract. Order may be placed only after authorization is received. This contract covers only those items listed in the price schedule. It is the responsibility of the agency to ensure that other items purchased are invoiced separately. State agencies will place orders directly with the vendor (creating a PG in Finet) and make payments for the same on a PV referencing the original PG. Agencies will return to the vendor any invoice which reflects incorrect pricing.





STATE OF UTAH CONTRACT NUMBER: **AR1850**

February 8, 2005

**AUTHORIZATION REQUIRED:** DAS/ITS (INFORMATION TECHNOLOGY SERVICES) ADMINISTERS STATE AGENCY PURCHASES FROM THIS CONTRACT. STATE AGENCIES (EXECUTIVE BRANCH) MUST COORDINATE THEIR PURCHASE THROUGH DAS/ITS AND MAY NOT PURCHASE DIRECTLY FROM THE CONTRACTOR.

PLEASE CONTACT BILL THEEL WITH DAS/ITS AT 801-538-3333 OR DAVID LEE AT 801-537-9251 FOR ASSISTANCE. DAS/ITS WILL CHARGE STATE AGENCIES BASED ON DAS/ITS' UNIVERSAL SURCHARGE RATE PLAN. POLITICAL SUBDIVISIONS (SUCH AS HIGHER EDUCATION, PUBLIC EDUCATION, CITIES AND COUNTIES) MAY PURCHASE DIRECTLY FROM THE CONTRACTOR WITHOUT STATE INVOLVEMENT.



**Mountain States Networking  
Voice Over IP Communication Systems  
Price Discounts for AR1850**

**Pricing Discounts are off Current Global Price List US Availability –  
Contact Vendor for electronic access to the price list.**

1. Cisco Hard 38.1% Off List Price with Exception of ACD/ICD
2. Cisco Hard 20% Off List Price for ACE/ICD Products
3. Cisco Sma 20% Off List Price
4. Service Ins. \$150.00 Per Hour Standard Rates with Exception of ACD/ICD
5. Service Ins \$250.00 Per Hour for ACD/ICD/IVR Integration

Price Lists for “Moves, Adds and Changes” Attached

Price List for “Repair Service Pricing Schedules” Attached



**Appendix 5**  
**"Moves, Adds and Changes" (MAC) Pricing Schedules**

**Standard Time and Labor Charges: 8 AM to 5 PM Monday - Friday (except holidays)**

<b>Order Charge:</b> Assessed for each "move, add and change" (MAC) order	NA
<b>Hourly Labor Rate:</b> Charged for on-site technical services	\$ 200.00
<b>Hourly Technical Telephone Consultation Rate:</b> Charged for telephone consultation by technical systems specialists and for remote "moves, adds and changes" (MAC) work activity	\$ 150.00
<b>Hourly Travel Rate:</b> Charged for travel when "moves, adds and changes" (MAC) are performed on systems located outside of the Wasatch Front (Ogden on the North through Salt Lake City to Provo on the South)	\$ 100.00
<b>Trip Charge:</b> Assessed for each "move, add and change" (MAC) order	\$ 75.00
<b>Per Diem Rate (per day):</b> Charged when "moves, adds and changes" (MAC) are performed on systems located outside of the Wasatch Front such that the distance from Salt Lake City combined with the magnitude of work to be performed necessitate staying over-night	\$ 30.00
<b>Lodging Rate (per day):</b> Charged when "moves, adds and changes" (MAC) are performed on systems located outside of the Wasatch Front such that the distance from Salt Lake City combined with the magnitude of work to be performed necessitate staying over-night	\$ 50.00
<b>Miscellaneous (Other) Rate(s); specify/describe:</b>	N/A
<b>Minimum Labor Billing Increment; for example 1/2 hour:</b>	1 Hour
<b>Additional Labor Billing Increment; for example 1/4 hour:</b>	1/2 Hour

**Non-Standard Time and Labor Charges: (after hours, weekends, holidays)**

<b>Order Charge:</b> Assessed for each "move, add and change" (MAC) order	\$ 75.00
<b>Hourly Labor Rate:</b> Charged for on-site technical services	\$ 250.00
<b>Hourly Technical Telephone Consultation Rate:</b> Charged for telephone consultation by technical systems specialists and for remote "moves, adds and changes" (MAC) work activity	\$ 200.00
<b>Hourly Travel Rate:</b> Charged for travel when "moves, adds and changes" (MAC) are performed on systems located outside of the Wasatch Front (Ogden on the North through Salt Lake City to Provo on the South)	\$ 200.00
<b>Trip Charge:</b> Assessed for each "move, add and change" (MAC) order	\$ 75.00
<b>Per Diem Rate (per day):</b> Charged when "moves, adds and changes" (MAC) are performed on systems located outside of the Wasatch Front such that the distance from Salt Lake City combined with the magnitude of work to be performed necessitate staying over-night	\$ 50.00
<b>Lodging Rate (per day):</b> Charged when "moves, adds and changes" (MAC) are performed on systems located outside of the Wasatch Front such that the distance from Salt Lake City combined with the magnitude of work to be performed necessitate staying over-night	\$ 75.00
<b>Miscellaneous (Other) Rate(s); specify/describe:</b>	NA
<b>Minimum Labor Billing Increment; for example 1/2 hour:</b>	1 Hour
<b>Additional Labor Billing Increment; for example 1/4 hour:</b>	30 Minutes

**NOTE:** Indicate N/A if "Not Applicable"



## **Appendix 6**

### **Service Order Process**

#### **Overview**

1. Agency customers send requests for service to the ITS Order Desk.
2. Order writers issue an order to the appropriate vendor.
3. The vendor confirms to the Order Desk that they have received the order and provides the scheduled due-date.
4. The vendor works the order.
5. The vendor reports to the Order Desk when the order is completed and provides completion information.
6. The vendor invoices ITS (the invoice must reflect the order number).

**Contacts** – The vendor will provide the name of a contact person and a backup along with telephone and fax numbers as well as email addresses.

**Order Issuance** – Orders are faxed to vendors. In the near future, we expect to also be able to email orders. Orders will include the work requested, site contact information, order writer contact information and a requested due-date.

**Due-Dates** – The standard interval for routine orders at locations along the Wasatch Front (Provo to Ogden) is one business week. This date will be used whenever the agency customer does not specifically request otherwise. For large or complex orders or for locations outside the Wasatch Front, the vendor will provide the earliest reasonable date. If the agency customer requests a date longer or shorter than the standard interval, then the requested date will be shown, although it is understood that the vendor may or may not be able to meet a shorter interval.

**Confirmation** – Within one business day, the vendor will confirm to the order desk the receipt of the order and provide the scheduled due-date.

**Changes** – If the due-date is changed, then the vendor will notify the Order Desk and the agency customer as soon as possible. If the customer requests changes in the work to be performed, then the vendor will contact the Order Desk prior to performing the work so that the order can be modified.

**Completion** – The vendor will notify the Order Desk when the work has been completed and will provide any relevant completion information such as new telephone or extension numbers.



**Agreed.**



**Appendix 9**  
**Repair Service Pricing Schedules**

**Standard Time and Labor Charges: 8 AM to 5 PM Monday - Friday (except holidays)**

<b>Order Charge:</b> Assessed for each repair service order	NA
<b>Hourly Labor Rate:</b> Charged for on-site technical services	\$ 200.00
<b>Hourly Technical Telephone Consultation Rate:</b> Charged for (repair service) telephone consultation by technical systems specialists and for remote "moves, adds and changes (MAC work activity)	\$ 150.00
<b>Hourly Travel Rate:</b> Charged for travel when repair service is performed on systems located outside of the Wasatch Front (Ogden on the North through Salt Lake City to Provo on the South)	\$ 100.00
<b>Trip Charge:</b> Assessed for each repair service order	\$ 75.00
<b>Per Diem Rate (per day):</b> Charged when repair service is performed on systems located outside of the Wasatch Front such that the distance from Salt Lake City combined with the magnitude of work to be performed necessitate staying over-night	\$ 30.00
<b>Lodging Rate (per day):</b> Charged when repair service is performed on systems located outside of the Wasatch Front such that the distance from Salt Lake City combined with the magnitude of work to be performed necessitate staying over-night	\$ 50.00
<b>Miscellaneous (Other) Rate(s); specify/describe:</b>	NA
<b>Minimum Labor Billing Increment; for example 1/2 hour:</b>	1 Hour
<b>Additional Labor Billing Increment; for example 1/4 hour:</b>	1/2 Hour

**Non-Standard Time and Labor Charges: (after hours, weekends, holidays)**

<b>Order Charge:</b> Assessed for each repair service order	\$ 50.00
<b>Hourly Labor Rate:</b> Charged for on-site technical services	\$ 250.00
<b>Hourly Technical Telephone Consultation Rate:</b> Charged for (repair service) telephone consultation by technical systems specialists and for remote "moves, adds and changes (MAC work activity)	\$ 200.00
<b>Hourly Travel Rate:</b> Charged for travel when repair service is performed on systems located outside of the Wasatch Front (Ogden on the North through Salt Lake City to Provo on the South)	\$ 200.00
<b>Trip Charge:</b> Assessed for each repair service order	\$ 75.00
<b>Per Diem Rate (per day):</b> Charged when repair service is performed on systems located outside of the Wasatch Front such that the distance from Salt Lake City combined with the magnitude of work to be performed necessitate staying over-night	\$ 50.00
<b>Lodging Rate (per day):</b> Charged when repair service is performed on systems located outside of the Wasatch Front such that the distance from Salt Lake City combined with the magnitude of work to be performed necessitate staying over-night	\$ 75.00
<b>Miscellaneous (Other) Rate(s); specify/describe:</b>	NA
<b>Minimum Labor Billing Increment; for example 1/2 hour:</b>	1 Hour
<b>Additional Labor Billing Increment; for example 1/4 hour:</b>	1/2 Hour

**NOTE:** Indicate N/A if "Not Applicable"



## **Appendix 10**

### **Repair Process**

#### **Overview**

1. Agency customers report problems to the ITS Help Desk.
2. The Help Desk issues a trouble ticket to ITS PBX Maintenance.
3. PBX Maintenance determines which vendor is involved and faxes or calls the vendor to report the problem.
4. The vendor resolves the problem.
5. The vendor notifies PBX Maintenance when the problem is resolved and provides any resolution information.
6. The vendor invoices ITS (the invoice must reflect the ticket number).

**Contacts** – The vendor will provide the name of a contact person and a backup along with telephone and fax numbers as well as email addresses.

**Trouble ticket issuance** – Standard priority tickets are reported via either fax or phone at the option of the vendor. If reported via fax, then the vendor will call PBX Maintenance within 1 hour to confirm receipt. All “high” and “urgent” priority tickets will be reported to vendors by phone with fax to follow if desired.

**Updates** – PBX Maintenance will call the vendors for updates as they deem necessary. If the volume of outstanding tickets is high, then a list of outstanding tickets will be faxed to the vendor nightly.

**Completion** – The vendor will notify PBX Maintenance when the ticket has been resolved. The vendor will provide relevant closure information including the name of the customer contact who confirmed that the problem was fixed and any other relevant information.



**Agreed.**



**STATE OF UTAH - STATEWIDE CONTRACT**  
**CONTRACT NUMBER AR1850**

1. **CONTRACTING PARTIES:** This Statewide Contract is between the **Division of Purchasing and General Services (State)**, 3150 State Office Building, PO Box 141061, Salt Lake City, UT 84114-1061, an agency of the State of Utah, and the following **CONTRACTOR**:

Mountain States Networking  
Name

1226 East 6600 South Ste. 200  
Address

Salt Lake City, Utah 84121  
City State Zip

Federal Tax ID# 87-0669017 Vendor # 94828A Commodity Codes: 72557 & 91579  
Vendor Contact Person: Eric Luther Vendor Phone #: 801-743-6270  
Vendor Fax #: 801-268-4601 Vendor email address: www.mstates.com

**LEGAL STATUS OF CONTRACTOR**

- ☐ Sole Proprietor  
☐ Non-Profit Corporation  
☒ For-Profit Corporation  
☐ Partnership  
☐ Government Agency

2. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this Contract is to provide: Voice Over IP Communications Systems (Cisco Brand). The equipment, including ITS turn-key installation support and maintenance, telephone systems, associated adjunct systems (voice mail, automated attendant, call management and interactive voice response systems with VOIP capabilities. The telephone adjunct systems (equipment) must have the capability to accommodate location sizes of very small, under 10 ports to very large, 10,000 ports and be able to expand without requiring a "fork lift" upgrade to allow port growth and or enhance feature capabilities.
3. **CONTRACT PERIOD:** Effective date 2/1/2005 Termination date 1/31/2008 unless terminated early or extended in accordance with the terms and conditions of this contract.  
Renewal option: 1 (2) year renewal & 1 (1) 1 year renewal for a total of 6 years.
4. **PRICING AS PER ATTACHMENT A (Addendum 1)**  
PAYMENT TERMS: Net 30  
DAYS REQUIRED FOR DELIVERY: 2 Weeks ARO (Average)  
MINIMUM ORDER: \$1.00  
FREIGHT TERMS: Included in pricing
5. **ATTACHMENT A:** Standard Terms and Conditions, Statewide Price Agreement  
**ATTACHMENT B:** Pricing Discounts, Schedule and Product List  
**Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.**
6. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:**  
a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.  
b. Utah State Procurement Code, Procurement Rules, CONTRACTOR'S response to Bid # LW2904, dated May 4, 2002. (Award made 5/13/03 contract delay due to protest resolved February 1, 2005.)

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

**CONTRACTOR**

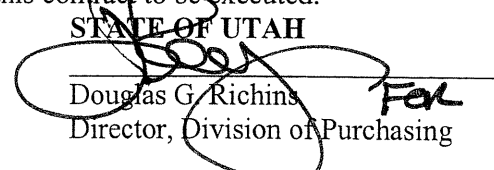
  
Contractor's signature

CRAIG BACIAVENTO  
Type or Print Name and Title

Date

2/1/2005  
PRESIDENT

**STATE OF UTAH**

  
Douglas G. Richins  
Director, Division of Purchasing

Date

2/7/5



*T+e's for VOIP LW2904*

**Standard Contract Terms and Conditions  
State of Utah, Statewide Contracts  
(Request for Proposals)**

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake Co.
3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment proposed and furnished will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The Contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records will be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later.
5. **AUDIT OF RECORDS:** The Contractor agrees to allow the State and Federal auditors, and State agency staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
6. **CONFLICT OF INTEREST:** Contractor certifies that it has not offered or given any gift or compensation prohibited by the laws of the State of Utah to any officer or employee of the STATE or participating political subdivisions to secure favorable treatment with respect to being awarded this contract.
7. **INDEPENDENT CONTRACTOR:** Contractor will be an independent Contractor, and as such will have no authorization, express or implied to bind the STATE to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as expressly set forth herein. Compensation stated herein will be the total amount payable to the Contractor by the STATE. The Contractor will be responsible for the payment of all income tax and social security tax due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE will not be deemed to be employees or agents of the Contractor.
8. **HOLD HARMLESS:** The Contractor will release, protect, indemnify and hold the STATE and the respective political subdivisions and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the Contractor, his employees or subcontractors or volunteers.
9. **EQUAL OPPORTUNITY CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
10. **SEVERABILITY:** If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.
11. **AMENDMENTS:** The terms of this contract will not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the State Director of Purchasing.
12. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the STATE.
13. **CANCELLATION:** Unless otherwise stated in the special terms and conditions, any contract entered into as a result of this proposal may be canceled without cause by the STATE upon 60 days notice, in writing, prior to the effective date of the cancellation. Cancellation may be in whole or in part. Cancellation of the contract due to Contractor default may be immediate.
14. **TAXES:** Proposal prices will be exclusive of state sales, use and federal excise taxes. The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from STATE funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract, or contract orders. The State of Utah's Federal excise exemption number is 87-780019K.

*CBrazgalyo*  
1/25/05







equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part. Nothing in this paragraph will adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

**29. PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.

**30. ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State Director of Purchasing.

**31. DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the STATE to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The STATE will issue a written notice of default providing a period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for liquidated or other damages. If the default remains, after Contractor has been provided the opportunity to cure, the STATE may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages; 4. Suspend Contractor from receiving future proposal solicitations.

**32. FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, act of God and/or war which is beyond that party's reasonable control. The STATE may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

**33. HAZARDOUS CHEMICAL INFORMATION:** The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the user agency. All safety data sheets and labels will be in accordance with each participating state's requirements.

**34. NON-COLLUSION:** By signing the proposal, the offeror certifies that the proposal submitted has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the request for proposal, designed to limit independent proposing or competition.

**35. PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, as far as distribution of copies, and Contractor gives the STATE express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, or copyright information.

**36. CONFLICT OF TERMS:** In the event of any conflict between these standard terms and conditions and any special terms and conditions which follow, the special terms and conditions will govern.

**37. LOCAL WAREHOUSE AND DISTRIBUTION:** The Contractor will maintain a reasonable amount of stock warehoused in the State of Utah for immediate or emergency shipments. Shipments are to be made in the quantities as required by the various ordering agencies. Orders for less than the minimum specified amount will have transportation charges prepaid by the Contractor and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered will be shipped without charge.

Revision date: 3/14/2002

*CB [signature]*  
1/25/05



# Cisco Limited Warranty and Software License

## Limited Warranty

**Hardware.** Cisco Systems, Inc., or the Cisco Systems, Inc. subsidiary selling the Product, if sale is not directly by Cisco Systems, Inc. ("Cisco") warrants that commencing from the date of delivery to Customer (but in case of resale by a Cisco reseller, commencing not more than ninety (90) days after original shipment by Cisco), and continuing for a period of the longer of (a) ninety (90) days or (b) the period set forth in the Warranty Card accompanying the Product (if any), the Hardware will be free from defects in material and workmanship under normal use. The date of shipment of a Product by Cisco is set forth on the packaging material in which the Product is shipped. This limited warranty extends only to the original user of the Product. Customer's sole and exclusive remedy and the entire liability of Cisco and its suppliers under this limited warranty will be, at Cisco's or its service center's option, shipment of a replacement within the period and according to the replacement process described in the Warranty Card, or a refund of the purchase price if the Hardware is returned to the party supplying it to Customer, if different than Cisco, freight and insurance prepaid. Cisco replacement parts used in Hardware repair may be new or equivalent to new. Cisco's obligations





STATE OF UTAH CONTRACT NUMBER: **AR1850**

February 8, 2005

FINET COMMODITY CODE(S):

72557000000 - TELECOMMUNICATIONS DISPLAY TERMINALS

91579000000 - TELECOMMUNICATIONS SERVICES (NOT OTHERWISE CLASSIFIED)

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